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ADR

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15 XILINX, INC.

16 UNITED STATES DISTRICT COURT  
17 NORTHERN DISTRICT OF CALIFORNIA

18 SAN JOSE DIVISION

19 C08 02307

CASE NO.

BZ

20 XILINX, INC.,  
21 a Delaware corporation,

22 Plaintiff,

23 v.

24 XILIENT, INC.,  
25 a Delaware corporation,

26 Defendant.

COMPLAINT FOR

- 27 (1) FEDERAL TRADEMARK  
INFRINGEMENT  
(15 U.S.C. § 1114);
- 28 (2) FALSE DESIGNATION OF ORIGIN  
(15 U.S.C. § 1125(a));
- (3) COMMON LAW TRADEMARK AND  
TRADE NAME INFRINGEMENT  
(Common Law);
- (4) STATE UNFAIR COMPETITION  
(Cal. Bus. & Prof. Code § 17220 and  
Common Law)

JURY TRIAL DEMANDED

1 Plaintiff Xilinx, Inc. alleges as follows:

2 **PARTIES**

3 1. Plaintiff Xilinx, Inc. ("Xilinx") is a Delaware corporation with its headquarters  
4 located at 2100 Logic Drive, San Jose, California 95124-3400, and which maintains offices in  
5 Asia and Europe.

6 2. Xilinx is informed and believes and on that basis alleges that defendant Xilient,  
7 Inc. ("Defendant" or "Xilient") is a Delaware corporation that maintains its principal place of  
8 business at 10181 Bubb Road, Cupertino, California 95014.

9 **NATURE OF THE CASE**

10 3. This is an action for trademark and trade name infringement and related causes of  
11 action arising out of Defendant Xilient's willful and intentional adoption of the confusingly  
12 similar mark and trade name XILIENT (collectively the "XILIENT Mark") in connection with  
13 goods and/or services that are the same as or similar to those offered by Plaintiff Xilinx under its  
14 XILINX mark. Xilinx seeks preliminary and permanent injunctive relief to prevent Defendant  
15 from using the XILIENT Mark, as well as damages, Defendant's profits, fees, costs, and other  
16 monetary and equitable relief. Plaintiff Xilinx brings claims for: (i) trademark and trade name  
17 infringement in violation of Section 32 of the Trademark Act of 1946, as amended (the "Lanham  
18 Act"), 15 U.S.C. § 1114; (ii) false designation of origin and unfair competition in violation of  
19 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); (iii) trademark and trade name  
20 infringement under the common law of the State of California; and (iv) unfair competition in  
21 violation of California Business and Professions Code §§ 17200 *et seq.* and common law.

22 **JURISDICTION AND VENUE**

23 4. This action arises under the Federal Trademark Act of 1946, known as the Lanham  
24 Act (15 U.S.C. §§ 1051-1127), and is for trademark infringement and unfair competition, as well  
25 as state common law and statutory trademark infringement, unfair competition, and false  
26 designation of origin.

27 5. This Court has subject matter jurisdiction over Xilinx's claims pursuant to 15  
28 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338(a).

1           6.       This Court has supplemental jurisdiction over Xilinx's claims arising under the  
2 laws of California pursuant to 28 U.S.C. § 1367(a) because these claims are so related to Xilinx's  
3 claims under federal law that they form part of the same case or controversy and derive from a  
4 common nucleus of operative fact.

5           7.       This Court has personal jurisdiction over the Defendant Xilient by reason of its  
6 location (Cupertino, California) and transaction of business within the State of California and the  
7 Northern District.

8           8.       Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and § 1400(a)  
9 because: (a) acts of infringement and other wrongful conduct alleged occurred in the Northern  
10 District of California and (b) Defendant resides in the Northern District of California.

11                               **INTRADISTRICT ASSIGNMENT**

12           9.       Pursuant to United States District Court, Northern District Civil Local Rules 3-  
13 5(b) and 3-2(e), assignment to the San Jose Division is proper because a substantial part of the  
14 infringement and other wrongful conduct alleged occurred in Santa Clara County.

15                               **PLAINTIFF XILINX AND ITS XILINX MARK**

16           10.       Xilinx is one of Silicon Valley's most well-known and respected companies.  
17 Xilinx was founded in 1984 in San Jose, California by Ross Freeman, Bernie Vonderschmitt, and  
18 Jim Barnett as one of the first fabless semiconductor companies. Since then Xilinx has become a  
19 leading semiconductor company with over \$1.8 billion in annual revenues (fiscal year 2007) and  
20 3,500 employees in offices in the United States (San Jose, California; Austin, Texas; Longmont,  
21 Colorado; Albuquerque, New Mexico) and numerous other countries including England, Ireland,  
22 France, Italy, Israel, China, India, Japan, Hong Kong, and Singapore. Xilinx ranked in the top ten  
23 of Fortune Magazine's annual listing of "100 Best Companies to Work For" from 2002 to 2005,  
24 and was recently named as one of the "100 Best Corporate Citizens for 2008" by CRO Magazine.  
25 Xilinx is a publicly-traded company, trading under the stock ticker symbol XLNX.

26           11.       Xilinx is the owner of the XILINX trademark and trade name, including U.S. and  
27 foreign trademark registrations for the mark (the XILINX mark, trade name, and registrations,  
28 and each of them, are hereafter collectively referred to as the "XILINX Mark"). Xilinx's federal

1 registration for the word mark XILINX was issued in 1992, and is now an incontestable  
 2 registration (Reg. No. 1904283). Xilinx also owns registrations for the Xilinx logo (X XILINX  
 3 and Design) (Reg. No. 1713232) and XILINX for hardware and software design services (Reg.  
 4 No. 3215885). These are listed below:

- 5 • XILINX (Reg. No. 1904283) for “integrated circuits and computer software in the  
 6 field of programming integrated circuits”

- 7 • X XILINX and Design (Reg. No. 1713232) for “integrated circuits and computer  
 8 software in the field of programming integrated circuits”



- 9  
10 • XILINX (Reg. No. 3215885) for “design of computer hardware, integrated circuits,  
 11 communications hardware and software for others”

12 Attached as Exhibit A are true and correct copies of the registration certificates from the  
 13 United States Patent and Trademark (“USPTO”) for each of the registrations listed above.

14 12. Xilinx has used the XILINX Mark since at least as early as September 1985 in  
 15 commerce in connection with the marketing and sale of its integrated circuits and related  
 16 software, as well as in connection with integrated circuit and software design services since at  
 17 least as early as March 1999. Xilinx semiconductors are used in a wide variety of computer and  
 18 electronic devices including in the aerospace, automotive, data storage, medical and  
 19 telecommunications fields, as well as in consumer electronic products such as personal digital  
 20 assistants (PDAs), wireless phones, portable audio and video players, MP3 players, personal  
 21 satellite radios and radio receivers, DVD recorders and players, televisions, mobile navigation  
 22 systems, wireless headphones, inkjet printers and digital cameras. Xilinx has extensively  
 23 advertised and promoted its products worldwide under the XILINX Mark.

24 13. Xilinx and its products have received numerous awards and recognition in the  
 25 industry, including: Huawei Excellent Supplier (2006); Lucent Technologies: Winning Edge  
 26 Supplier (2005); Lucent Technologies: Best Supplier of the Year (2004); Fujitsu: Best Supplier of  
 27 the Year (2004); NEC (Mobile Network): Best Supplier Award (FY 2003); Forbes: Best Managed  
 28



1 Semiconductor Company (2004); Silicon Strategies Magazine: Best Fabless Semiconductor  
2 Company (2004); Fabless Semiconductor Association (FSA): Most Respected Public Fabless  
3 Company (2003); Lucent Technologies: Impact Supplier of the Year (2002); Cisco Systems:  
4 Technology Supplier of the Year (2002).

5 14. Xilinx is an active member of various semiconductor trade organizations and  
6 associations including the Semiconductor Industry Association (SIA), the leading trade  
7 association representing the U.S. semiconductor industry (Xilinx is a charter member of SIA and  
8 Xilinx's Chairman of the Board, Wim Roelandts, is current SIA Chairman); the Fabless  
9 Semiconductor Association (now the "Global Semiconductor Alliance"), which is the trade  
10 organization that represents semiconductor companies that do not have their own fabrication  
11 capabilities (or "fabless" manufacturers); PCI-SIG, an industry organization chartered to develop  
12 and manage the PCI (peripheral component interconnect ) standards; and the InterNational  
13 Committee for Information Technology Standards (INCITS), which focuses on standardization in  
14 the field of information and communications technologies (ICT). Xilinx also regularly sponsors  
15 or attends trade conventions and trade shows such as the Consumer Electronics Association  
16 conference, National Association of Broadcasters (NAB) conference, Embedded Systems  
17 Conference (ESC), Mobile World Congress, and International Broadcasting Convention.

18 15. By virtue of such use and recognition of the XILINX Mark, Xilinx has acquired  
19 protectable intellectual property rights in the XILINX Mark. Xilinx has established considerable  
20 reputation and goodwill in the XILINX Mark, and customers and others in the semiconductor and  
21 related industries associate the XILINX Mark with Xilinx's products and services.

#### 22 **DEFENDANT'S INFRINGING ACTIVITIES**

23 16. Xilinx is informed and believes, and on that basis alleges, that Defendant Xilient  
24 has begun using the mark and trade name XILIENT and domain name [www.xilient.com](http://www.xilient.com), and  
25 each of them (collectively, the "XILIENT Mark") in connection with the development and  
26 marketing of semiconductor chips. Like Xilinx, Xilient is a "fabless semiconductor company"  
27 according to Xilient's website at [www.xilient.com](http://www.xilient.com).

28 17. Xilinx is further informed and believes, and on that basis alleges, that Xilient also

1 filed a trademark application (Ser. No. 77028470) on October 24, 2006 with the U.S. Patent &  
2 Trademark Office to register the mark XILIENT in connection with goods that are the same as or  
3 similar to those offered by Xilinx, namely, for: “computer hardware, and peripherals and manuals  
4 supplied therewith; semiconductors; computer chips and software for use in connection with  
5 laptops, handheld computers, PDAs, portable media players, cellular phones with digital media  
6 capability, desktop computers with digital media capability, televisions, DVD players, DVD  
7 recorders, set-top boxes, MP3 players, in-car entertainment systems, media gateways, digital  
8 media adapters, wireless video base-stations, video head-end equipment and media servers, and  
9 IPTV equipment, namely IPTV network switches and set-top boxes.”

10 18. Xilinx is informed and believes, and on that basis alleges, that Defendant Xilient  
11 has begun using the XILIENT Mark in connection with development of its products, recruiting  
12 and hiring employees, fund-raising, and other business activities, and that Xilient plans to soon  
13 publicly announce the availability of a new semiconductor product under the XILIENT Mark.

14 19. Xilinx is informed and believes, and on that basis alleges, that Defendant Xilient is  
15 a member of some of the same trade organizations and associations as Xilinx including PCI-SIG  
16 and INCIT’s working group on MPEG Development Activity (the “L3.1-MPEG Development  
17 Activity” group).

18 20. Xilinx is informed and believes, and on that basis alleges, that Defendant Xilient  
19 markets its products in the same or similar channels of trade, and in some of the same markets  
20 and to some of the same customers or types of customers, as Xilinx does. Xilinx is informed and  
21 believes, and on that basis alleges, that Xilient’s products may be used in or for the same products  
22 and/or applications as certain of Xilinx’s products. Xilinx is further informed and believes, and  
23 on that basis alleges, that certain of its products are capable of being programmed to have the  
24 same or similar functionality as those being designed or offered by Xilient.

25 21. Such use or intended use of the XILIENT Mark by Xilient occurred or will have  
26 occurred over twenty years after Xilinx first began using its XILINX Mark, and more than ten  
27 years after Xilinx first obtained registration for the XILINX Mark. Xilinx is informed and  
28 believes, and on that basis alleges, that Defendant Xilient was aware or should have been aware

1 of Xilinx and its XILINX Mark and registrations at the time that Defendant adopted and began  
2 using the infringing XILIENT Mark, and that Defendant adopted the XILIENT Mark with the  
3 intent of trading on the goodwill and outstanding reputation established by Xilinx. The parties  
4 are in the same field (semiconductors), are both located in the Silicon Valley, and Xilinx's federal  
5 trademark registrations provide constructive notice of Xilinx's rights in the XILINX Mark.

6 22. Defendant's use of the XILIENT Mark is likely to cause confusion as to  
7 association, sponsorship, ownership, or affiliation between Defendant and Xilinx, and Xilinx's  
8 XILINX Mark, thereby infringing Xilinx's rights in its XILINX Mark.

9 23. Xilinx is informed and believes, and on that basis alleges, that Xilient was aware  
10 of Xilinx's prior rights in the XILINX Mark prior to adopting the XILIENT Mark due to Xilinx's  
11 prior federal trademark registrations which provided constructive notice of Xilinx's rights, and  
12 Xilinx's extensive use of the XILINX Mark and its advertising and marketing featuring the  
13 XILINX Mark. In addition, Xilinx sent a cease and desist letter to Xilient on September 26,  
14 2007 informing Xilient of Xilinx's superior rights, demanding the Xilient cease any use of the  
15 XILIENT Mark, and allowing Xilient a reasonable period in which to change its name and  
16 advertising. Over the next several months, the parties engaged in a series of ongoing settlement  
17 communications by phone and e-mail, and exchanged settlement offers, but did not reach a  
18 resolution. On April 1, 2008, counsel for Xilinx sent another demand letter to Xilient's counsel  
19 again requesting that Xilient cease use of the XILIENT Mark according to terms set forth in the  
20 letter. The parties exchanged further settlement offers but did not reach a resolution of the matter.

21 **FIRST CLAIM FOR RELIEF**  
22 **Federal Trademark Infringement**  
23 **15 U.S.C. § 1114**

24 24. Plaintiff Xilinx realleges and incorporates by reference the allegations in  
25 paragraphs 1 through 23 as if fully set forth herein.

26 25. Plaintiff Xilinx's XILINX Mark is distinctive and Xilinx has used and marketed its  
27 Mark to distinguish and to identify its products and services. Xilinx has acquired substantial  
28 goodwill through the use of its XILINX Mark, and obtained federal registrations for such Mark,

1 as described above.

2 26. Defendant's use of the XILIENT Mark in connection with Defendant's activities  
3 and goods is likely to cause confusion, mistake, or deception, and constitutes infringement of  
4 Xilinx's registered trademarks, as identified above, in violation of Section 32 of the Lanham Act,  
5 15 U.S.C. § 1114.

6 27. Xilinx is informed and believes, and on that basis alleges, that Defendant was  
7 aware of Xilinx and the XILINX Mark, and the use thereof by Xilinx to identify Xilinx and its  
8 products and services, prior to Defendant's adoption of XILIENT.

9 28. Xilinx is informed and believes, and on that basis alleges, that as a result of  
10 Defendant's infringing acts, Defendant has profited and benefited in the marketplace, at the  
11 expense of and injury to Xilinx.

12 29. As a result of Defendant's unlawful conduct, Xilinx has been and continues to be  
13 substantially and irreparably harmed. Defendant's adoption of the XILIENT Mark has caused  
14 and will continue to cause irreparable harm for which Xilinx has no adequate remedy at law, in  
15 that, among other things, (i) Xilinx's ownership of the XILINX Mark constitutes a unique and  
16 valuable property right which has no readily determinable market value; (ii) Defendant's  
17 activities in connection with the XILIENT Mark interfere with Xilinx's goodwill and relationship  
18 with its customers, business partners, vendors, the general public, and the media; and (iii)  
19 Defendant's activities, and the harm resulting to Xilinx, is continuing. If Defendant's  
20 infringement and unlawful acts are permitted to continue, further damage and irreparable injury  
21 will be sustained by Xilinx. Accordingly, Xilinx is entitled to preliminary and permanent  
22 injunctive relief against Defendant, including an order to seize any and all infringing goods or  
23 materials bearing the XILIENT Mark.

24 30. Xilinx is informed and believes and on that basis alleges that Defendant has  
25 derived unlawful benefit from its infringement of Xilinx's XILINX Mark, and Defendant thereby  
26 has caused loss and damage to Xilinx's Mark and associated goodwill. As a proximate result of  
27 Defendant's infringement, Xilinx has suffered and is likely to continue to suffer injury to its  
28 business, goodwill, reputation, and profit, all to the damage of Xilinx, in an amount as yet



1 unknown but to be proven at trial.

2 31. Plaintiff's damages may be trebled pursuant to Section 35(a) of the Lanham Act,  
3 15 U.S.C. § 1117(a) because, upon information and belief, Defendant's actions have been  
4 committed willfully, with intent and full knowledge of Xilinx's XILINX Mark and its rights in  
5 such Mark, among other things. In addition, Xilinx is entitled to recover Defendant's profits and  
6 reasonable royalties, as well as costs of this action and reasonable attorney's fees.

7 **SECOND CLAIM FOR RELIEF**  
8 **False Designation of Origin and Unfair Competition**  
9 **15 U.S.C. § 1125(a)**

10 32. Plaintiff Xilinx realleges and incorporates by reference the allegations in  
11 paragraphs 1 through 31 as if fully set forth herein.

12 33. Defendant's use of the XILIENT Mark in connection with Defendant's activities  
13 and goods is likely to cause confusion, mistake, or deception as to affiliation, connection, or  
14 association with Xilinx, and is also likely to cause confusion as to the origin, sponsorship, or  
15 approval of Defendant's goods, services, or commercial activities by Xilinx, all in violation of  
16 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

17 34. In addition, Defendant's use of the XILIENT Mark constitutes a false designation  
18 of origin, false or misleading description of fact, or false or misleading representation of fact  
19 which is likely to cause confusion, mistake, or deception as to affiliation, connection, or  
20 association with Xilinx, and is also likely to cause confusion, as to the origin, sponsorship, or  
21 approval of Defendant's goods, services, or commercial activities by Xilinx, all in violation of  
22 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

23 35. Xilinx is informed and believes, and on that basis alleges, that Defendant was  
24 aware of Xilinx and the XILINX Mark, and the use thereof by Xilinx to identify Xilinx and its  
25 products and services, prior to Defendant's adoption of XILIENT.

26 36. As a result of Defendant's unlawful conduct, Xilinx has been and continues to be  
27 substantially and irreparably harmed. Defendant's adoption of the XILIENT Mark has caused  
28 and will continue to cause irreparable harm for which Xilinx has no adequate remedy at law, in

1 that, among other things, (i) Xilinx's ownership of the XILINX Mark constitutes a unique and  
2 valuable property right which have no readily determinable market value; (ii) Defendant's  
3 activities in connection with the XILIENT Mark interfere with Xilinx's goodwill and relationship  
4 with its customers, business partners, vendors, the general public, and the media; and (iii)  
5 Defendant's activities, and the harm resulting to Xilinx, is continuing. If Defendant's  
6 infringement and unlawful acts are permitted to continue, further damage and irreparable injury  
7 will be sustained by Xilinx. Accordingly, Xilinx is entitled to preliminary and permanent  
8 injunctive relief against Defendant, including an order to seize any and all infringing goods or  
9 materials bearing the XILIENT Mark.

10 37. Xilinx is informed and believes and on that basis alleges that Defendant has  
11 derived unlawful benefit from its infringement of Xilinx's XILINX Mark, and Defendant thereby  
12 has caused loss and damage to Xilinx's Mark and associated goodwill. As a proximate result of  
13 Defendant's infringement, Xilinx has suffered and is likely to suffer injury to its business,  
14 goodwill, reputation, and profit, all to the damage of Xilinx, in an amount as yet unknown but to  
15 be proven at trial.

16 38. Plaintiff's damages may be trebled pursuant to Section 35(a) of the Lanham Act,  
17 15 U.S.C. § 1117(a) because, upon information and belief, Defendant's actions have been  
18 committed willfully, with intent and full knowledge of Xilinx's XILINX Mark and its rights in  
19 such Mark, among other things. In addition, Xilinx is entitled to recover Defendant's profits and  
20 reasonable royalties, as well as costs of this action and reasonable attorney's fees.

21 **THIRD CLAIM FOR RELIEF**  
22 **Common Law Trademark and Trade Name Infringement**

23 39. Plaintiff Xilinx realleges and incorporates by reference the allegations in  
24 paragraphs 1 through 38 as if fully set forth herein.

25 40. In addition to its rights under the Lanham Act, Xilinx has valid common law rights  
26 in the XILINX Mark based on its use of the XILINX Mark since at least as early as 1984.

27 41. Defendant's use of the XILIENT Mark is in violation and derogation of Xilinx's  
28 common law rights in its XILINX Mark, and is likely to cause confusion, mistake and deception

1 among customers and the public as to the source, origin, sponsorship or quality of Xilinx's goods  
2 and services and business, thereby causing loss, damage and injury to Xilinx and the public.  
3 Defendant knew, or in the exercise of reasonable care should have known, that its conduct was  
4 likely to mislead purchasers, consumers, and others engaged in the sale, purchase or distribution  
5 of products and services in the semiconductor industry.

6 42. Xilinx is informed and believes and on that basis alleges that the foregoing  
7 conduct by Defendant has been knowing, deliberate, willful, and with the knowledge that it is  
8 likely to cause mistake or to deceive, and in disregard of Xilinx's rights.

9 43. Xilinx is informed and believes and on that basis alleges that Defendant's  
10 wrongful acts, as alleged above, have permitted or will permit it to make substantial sales and/or  
11 profits on the strength of Xilinx's marketing, advertising, sales and customer recognition of the  
12 XILINX Mark.

13 44. As a result of Defendant's unlawful conduct, Xilinx has been and continues to be  
14 substantially and irreparably harmed. If Defendant's unfair competition and acts are permitted to  
15 continue, further damage and irreparable injury will be sustained by Xilinx. Through such unfair  
16 acts and use of a confusingly similar mark, the value of Xilinx's XILINX Mark will be  
17 diminished or impaired, for which damage Xilinx cannot be adequately compensated at law.

18 45. Xilinx is informed and believes and on that basis alleges that Defendant has  
19 derived unlawful gains and profits from its unlawful acts, as alleged above, and has caused loss  
20 and damage to Xilinx, Xilinx's goodwill, and the XILINX Mark. Xilinx has suffered and is likely  
21 to suffer injury to its business, goodwill, reputation, and profit, in an amount as yet unknown but  
22 to be proven at trial.

23 46. Xilinx has no adequate remedy at law for, and is being irreparably harmed by,  
24 Defendant's continuing violation of its rights as set forth above, and such harm will continue  
25 unless Defendant is enjoined by this Court.  
26  
27  
28

**FOURTH CLAIM FOR RELIEF**  
**Unfair Competition Under California Common Law and**  
**Business & Professions Code Sec. 17200**

47. Plaintiff Xilinx realleges and incorporates by reference the allegations in paragraphs 1 through 46 as if fully set forth herein.

48. Defendant's use and marketing of products and services under the XILIENT Mark, as alleged above, constitutes unfair competition and an unlawful business practice in violation of Sections 17200 et seq. of the California Business and Professions Code and common law.

49. Xilinx is informed and believes, and on that basis alleges, that Defendant's unfair competition practices, namely, the adoption and use of the XILIENT Mark, has been willful and has been committed with the knowledge of Xilinx's business and use of its XILINX Mark.

50. Xilinx is informed and believes, and on that basis alleges, that Defendant's use of the XILIENT Mark has deceived or is likely to deceive Xilinx's customers and potential customers and/or Defendant's customers and potential customers into believing that Defendant's products and services and Xilinx's products and services, or the parties' businesses, are related, and/or that Defendant's products and services are affiliated with, associated with, and/or sold by Xilinx and/or that Xilinx's products and services are affiliated with, associated with, and/or sold by Defendant.

51. As a result of Defendant's acts of unfair competition, Xilinx has been and continues to be substantially and irreparably harmed. If Defendant's unfair competition is permitted to continue, further damage and irreparable injury will be sustained by Xilinx. Through such unfair acts and use of a confusingly similar mark, the value of Xilinx's XILINX Mark will be diminished or destroyed, for which damage Xilinx cannot be adequately compensated at law.

52. Xilinx is informed and believes and on that basis alleges that Defendant has derived unlawful gains and profits from its acts of unfair competition, as alleged above, and has caused loss and damage to Xilinx, Xilinx's goodwill, and the XILINX Mark. Xilinx has suffered and is likely to suffer injury to its business, goodwill, reputation, and profit, in an amount as yet unknown but to be proven at trial.



1 WHEREFORE, Xilinx prays for relief as follows:

2 1. That Defendant be adjudged to have infringed Xilinx's XILINX Mark in violation  
3 of federal and California state law;

4 2. That Defendant be adjudged to have willfully and deliberately infringed Xilinx's  
5 XILINX Mark in violation of federal and California state law;

6 3. That Defendant be adjudged to have competed unfairly with Xilinx and used a  
7 false designation of origin, false or misleading description of fact, and/or false or misleading  
8 representation of fact in violation of federal and California state law;

9 4. That Defendant be adjudged to have willfully and deliberately competed unfairly  
10 with, and used false designation of origin, false or misleading description of fact, and/or false or  
11 misleading representation of fact, in violation of federal and California state law;

12 5. That Defendant, its officers, agents, servants, employees and all persons acting or  
13 claiming to act on its behalf under its direction or authority, and all persons acting or claiming to  
14 act in concert or in participation with it or any of them, be preliminarily and permanently enjoined  
15 and restrained from infringing Xilinx's XILINX Mark in any manner in the sale, promotion,  
16 distribution, purchase, or advertising of Defendant's products and services, and specifically,  
17 enjoined from using the XILIENT Mark;

18 6. That Defendant, its officers, agents, servants, employees and all persons acting or  
19 claiming to act on its behalf under its direction or authority, and all persons acting or claiming to  
20 act in concert or in participation with it or any of them, be permanently enjoined and restrained  
21 from or engaging in acts of unfair competition with Xilinx relating to use of the XILIENT Mark  
22 by Defendant in any manner, in the sale, promotion, distribution, purchase or advertising of  
23 Defendant's goods and services;

24 7. That Defendant be required to turn over and deliver up to the Court or to a Court-  
25 designated party during the pendency of this action all infringing products in their custody and  
26 control (including records documenting the manufacture, sale or receipt of infringing items) and  
27 to turn over for destruction all infringing products and all matters used to make infringing product  
28 or materials as well as turn over and deliver any and all catalogues, marketing materials or labels

1 in its possession, custody or control, or that of its owners, officers, agents, brokers, servants or  
2 employees, that would, if used, or marketed or otherwise distributed, violate the injunctive relief  
3 granted herein, for ultimate destruction of such items;

4 8. That Defendant be required to publish notice to all distributors, brokers, retailers,  
5 tradeshow, sellers, and other customers or others in the trade who may have seen, or heard of  
6 Defendant's use of the XILIENT Mark, or purchased any of Defendant's products which were  
7 marketed using the XILIENT Mark, which notice shall disclaim any connection with Xilinx and  
8 shall advise them of the Court's injunction order and of Defendant's discontinuance from all use  
9 of the XILIENT Mark;

10 9. That Defendants be ordered to pay the costs of corrective advertising;

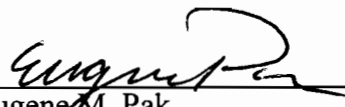
11 10. That Defendants be ordered to pay damages in the amount of their infringing  
12 profits and/or reasonable royalties, increased by the Court by such amount as the Court deems to  
13 be just, together with Xilinx's actual damages, which, according to the circumstances of this case,  
14 should be trebled;

15 11. For an award of costs and reasonable attorneys' fees; and

16 12. For all other relief the Court deems just and proper.

17  
18 DATED: May 5, 2008

DLA PIPER US LLP

19  
20 By:   
Eugene M. Pak


21 Attorneys for Plaintiff  
22 XILINX, INC.  
23  
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27  
28

**JURY TRIAL DEMANDED**

Pursuant to Rule 38(a) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury of all issues properly triable of right by a jury.

DATED: May 5, 2008

DLA PIPER US LLP

By:   
Eugene M. Pak

Attorneys for Plaintiff  
XILINX, INC.

Exhibit A



**Int. Cl.: 9**

**Prior U.S. Cls.: 21 and 38**

**United States Patent and Trademark Office** **Reg. No. 1,904,283**  
**Registered July 11, 1995**

**TRADEMARK  
PRINCIPAL REGISTER**

**XILINX**

XILINX, INC. (DELAWARE CORPORATION)  
2100 LOGIC DRIVE  
SAN JOSE, CA 95124

FIRST USE 9-24-1985; IN COMMERCE  
9-24-1985.

OWNER OF U.S. REG. NO. 1,713,232.

FOR: INTEGRATED CIRCUITS AND COM-  
PUTER SOFTWARE IN THE FIELD OF PRO-  
GRAMMING INTEGRATED CIRCUITS, IN  
CLASS 9 (U.S. CLS. 21 AND 38).

SER. NO. 74-541,657, FILED 6-21-1994.

J. TINGLEY, EXAMINING ATTORNEY

**Int. Cl.: 42**

**Prior U.S. Cls.: 100 and 101**

**United States Patent and Trademark Office**

**Reg. No. 3,215,885**

**Registered Mar. 6, 2007**

**SERVICE MARK  
PRINCIPAL REGISTER**

**XILINX**

XILINX, INC. (DELAWARE CORPORATION)  
2100 LOGIC DRIVE  
SAN JOSE, CA 951243400

THE MARK CONSISTS OF STANDARD CHAR-  
ACTERS WITHOUT CLAIM TO ANY PARTICULAR  
FONT, STYLE, SIZE, OR COLOR.

FOR: DESIGN OF COMPUTER HARDWARE,  
INTEGRATED CIRCUITS, COMMUNICATIONS  
HARDWARE AND SOFTWARE FOR OTHERS, IN  
CLASS 42 (U.S. CLS. 100 AND 101).

OWNER OF U.S. REG. NOS. 1,713,232 AND  
1,904,283.

SER. NO. 78-904,265, FILED 6-8-2006.

FIRST USE 3-0-1999; IN COMMERCE 3-0-1999.

JASON BLAIR, EXAMINING ATTORNEY

**Int. Cl.: 9**

**Prior U.S. Cls.: 21 and 38**

**United States Patent and Trademark Office** **Reg. No. 1,713,232**  
**Registered Sep. 8, 1992**

**TRADEMARK  
PRINCIPAL REGISTER**



**XILINX, INC. (DELAWARE CORPORATION)  
2100 LOGIC DRIVE  
SAN JOSE, CA 95124**

**FIRST USE 9-24-1985; IN COMMERCE  
9-24-1985.**

**FOR: INTEGRATED CIRCUITS AND COM-  
PUTER SOFTWARE IN THE FIELD OF PRO-  
GRAMMING INTEGRATED CIRCUITS, IN  
CLASS 9 (U.S. CLS. 21 AND 38).**

**SER. NO. 74-189,779, FILED 7-29-1991.**

**PATRICIA HORRALL, EXAMINING ATTOR-  
NEY**